

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

FRANKLIN ELCOCK,	:	CIVIL ACTION NO. 05-453
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
COMCAST CABLE COMMUNICATIONS,;	:	
LLC, a Delaware corporation,	:	
COMCAST CORPORATION, a	:	
Pennsylvania corporation,	:	
COMCAST CABLEVISION OF	:	
WILLOW GROVE, a Pennsylvania	:	
corporation,	:	
	:	
Defendants.	:	

**ANSWER OF DEFENDANT COMCAST CORPORATION TO THE COMPLAINT**

Defendant Comcast Corporation, by and through its undersigned counsel, hereby answers the Complaint of Plaintiff Franklin Elcock.

**I. SUMMARY**

1. Comcast Corporation denies the allegations in paragraph 1 as conclusions of law to which no response is required.

**II. JURISDICTION**

2. Comcast Corporation denies the allegations in paragraph 2 as conclusions of law to which no response is required.

3. Comcast Corporation denies the allegations in paragraph 3 as conclusions of law to which no response is required and states that it has never employed plaintiff, was not a party to and did not participate in any proceedings before the Delaware Department of Labor or EEOC, that it is without knowledge or information sufficient to form a belief as to the allegations of this paragraph and therefore denies the same.

**III. VENUE**

4. Comcast Corporation denies the allegations in paragraph 4 as conclusions of law to which no response is required and states that to the extent the allegations are factual, they are denied.

**IV. PARTIES**

5. Comcast Corporation is without knowledge or information to form a belief as to the allegations in paragraph 5. Comcast Corporation, therefore, denies the allegations in paragraph 5.

6. The allegations in paragraph 6 are directed to a defendant other than answering defendant and are, therefore, denied.

7. Comcast Corporation admits only that Comcast Corporation is a Pennsylvania corporation that has more than 15 employees. Comcast Corporation denies the remaining allegations in paragraph 7.

8. The allegations in paragraph 8 are directed to a defendant other than answering defendant and are, therefore, denied.

**V. FACTS GIVING RISE TO THE ACTION**

9. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 9, and, therefore, denies the same.

10. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 10, and, therefore, denies the same.

11. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 11, and, therefore, denies the same.

12. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 12, and, therefore, denies the same.

13. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 13, and, therefore, denies the same.

14. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 14, and, therefore, denies the same.

15. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 15, and, therefore, denies the same.

16. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 16, and, therefore, denies the same.

17. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 17, and, therefore, denies the same.

18. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 18, and, therefore, denies the same.

19. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 19, and, therefore, denies the same.

20. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 20, and, therefore, denies the same.

21. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 21, and, therefore, denies the same.

22. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 22, and, therefore, denies the same.

23. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 23, and, therefore, denies the same.

24. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 24, and, therefore, denies the same.

25. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 25, and, therefore, denies the same.

26. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 26, and, therefore, denies the same.

27. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 27, and, therefore, denies the same.

28. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 28, and, therefore, denies the same.

29. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 29, and, therefore, denies the same.

30. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 30, and, therefore, denies the same.

31. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 31, and, therefore, denies the same.

32. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 32, and, therefore, denies the same.

33. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 33, and, therefore, denies the same.

34. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 34, and, therefore, denies the same.

35. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 35, and, therefore, denies the same.

36. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 36, and, therefore, denies the same.

37. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 37, and, therefore, denies the same.

38. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 38, and, therefore, denies the same.

39. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 39, and, therefore, denies the same.

40. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 40, and, therefore, denies the same.

41. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 41, and, therefore, denies the same.

42. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 42, and, therefore, denies the same.

43. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 43, and, therefore, denies the same.

44. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 44, and, therefore, denies the same.

45. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 45, and, therefore, denies the same.

46. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 46, and, therefore, denies the same.

47. Comcast Corporation states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 47, and, therefore, denies the same.

**COUNT ONE**  
**VIOLATION OF TITLE VII**

48. Comcast Corporation incorporated by reference paragraphs 1 through 47 as though set forth in full herein.

49. Comcast Corporation denies the allegations in paragraph 49 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

50. Comcast Corporation denies the allegations in paragraph 50 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

51. Comcast Corporation denies the allegations in paragraph 51 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

52. Comcast Corporation denies the allegations in paragraph 52 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.



**COUNT TWO**  
**VIOLATION OF EQUAL RIGHTS UNDER THE LAW**

53. Comcast Corporation incorporates by reference paragraphs 1 through 52 as though set forth in full herein.

54. Comcast Corporation denies the allegations in paragraph 54 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

55. Comcast Corporation denies the allegations in paragraph 55 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

56. Comcast Corporation denies the allegations in paragraph 56 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

**COUNT THREE**  
**VIOLATION OF DELAWARE DISCRIMINATION IN EMPLOYMENT ACT**

57. Comcast Corporation incorporates by reference paragraphs 1 through 56 as though set forth in full herein.

58. Comcast Corporation denies the allegations in paragraph 58 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

**COUNT FOUR**  
**BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

59. Comcast Corporation incorporates by reference its answers to paragraph 1 through 58 of the Complaint as though set forth in full herein.

60. Comcast Corporation denies the allegations in paragraph 60 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

61. Comcast Corporation denies the allegations in paragraph 61 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

62. Comcast Corporation denies the allegations in paragraph 62 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

63. Comcast Corporation denies the allegations in paragraph 63 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

64. Comcast Corporation denies the allegations in paragraph 64 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

65. Comcast Corporation denies the allegations in paragraph 65 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no action with respect to him whatsoever.

WHEREFORE, Comcast Corporation demands judgment in its favor and against plaintiff on all Counts of the Complaint and an award of costs and disbursements of this action, including reasonable attorneys' fees and such other relief as the Court may deem just and proper.

#### **AFFIRMATIVE DEFENSES**

Comcast Corporation asserts the following affirmative defenses without assuming the burden of proof on such defenses that would otherwise rest with plaintiff.

**FIRST AFFIRMATIVE DEFENSE**

Comcast Corporation never employed plaintiff.

**SECOND AFFIRMATIVE DEFENSE**

Comcast Corporation is not a proper party.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff has failed to state a claim upon which relief can be granted.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part by the applicable Statute of Limitations.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part by the doctrines of waiver, estoppel, and laches.

**SIXTH AFFIRMATIVE DEFENSE**

Comcast Corporation took no actions towards plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

Comcast Corporation's actions or inactions were not the proximate, legal, or substantial cause of any damages, injury, or loss suffered by Plaintiff, the existence of which is denied.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff failed to exhaust his administrative remedies.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to mitigate his damages, if any.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims for relief are limited by the statutory limitations on damages.

**ELEVENTH AFFIRMATIVE DEFENSE**

Comcast Corporation may not be held liable for punitive damages because it engaged in good faith efforts to prevent discrimination and retaliation and to comply with Title VII and all other applicable laws.

Dated: August 19, 2005

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

/s/ William M. Kelleher

William M. Kelleher, Esquire (No. 3961)

919 Market Street, 12<sup>th</sup> Floor

Wilmington, DE 19801

Phone: (302) 252-4465

Facsimile: (302) 252-4466

E-mail: [kelleherw@ballardspahr.com](mailto:kelleherw@ballardspahr.com)

-and-

John B. Langel, Esquire

Shannon D. Farmer, Esquire

Farrah I. Gold, Esquire

1735 Market Street, 51<sup>st</sup> Floor

Philadelphia, PA 19103-7599

Phone: (215) 665-8500

Facsimile: (215) 864-8999

Attorneys for Defendant

Comcast Corporation